

## Declaration for Patent Application and Power of Attorney

As a below named inventor, I hereby declare that my residence, post office address, and citizenship are as stated below next to my name, and that I believe I am the original, first and sole inventor (if only one is listed) or an original, first and joint inventor (if plural names are listed) of the subject matter which is claimed and for which a patent is sought on the invention described in application no 09/293,620 filed 16 April 1999 entitled **Dual Process Semiconductor Heterostructures & Methods**.

First or Sole Inventor:	Full name:	GLENN S. SOLOMON	Citizenship:	US
	Residence:	3689 Brandy Rock Way, Redwood City, CA 94061		
	Postal Address:	same as above		
Second Joint Inventor (if any):	Full name:	DAVID J. MILLER	Citizenship:	US
	Residence:	1160 Village Drive, Belmont, CA 94002		
	Postal Address:	same as above		
Third Joint Inventor (if any):	Full name:	TETSUZO UEDA	Citizenship:	Japan
	Residence:	600 Sharon Park Drive #A201, Menlo Park, CA 94025		
	Postal Address:	same as above		

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a). I claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

### PRIOR FOREIGN APPLICATION(S)

Country	Application Number	Date of Filing	Priority Claimed Under 35 U.S.C. §119
NONE			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

I claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application.

### PRIOR U. S. APPLICATION(S)

Application No.	Filing Date	Status
NONE		<input type="checkbox"/> Provisional <input type="checkbox"/> Patented <input type="checkbox"/> Pending <input type="checkbox"/> Regular

I hereby appoint Thomas J. McFarlane, Reg. No. 39,299, Marek Alboszta, Reg. No. 39,894 as my agents with full power of substitution to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith. Direct all correspondence to:

**Thomas J. McFarlane**  
426 Lowell Avenue  
Palo Alto, CA 94301-3813  
Telephone: 650-321-6630  
Fax: 650-321-1621.

The attorney docket number for this case is: **CBL-104**.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Title 18, §1001 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

INVENTOR SIGNATURE(S)

Glenn Solomon  
GLENN SOLOMON

6/25/99

Date

David J. Miller  
DAVID J. MILLER

6/30/99

Date

Tetsuzo Ueda  
TETSUZO UEDA

6/30/99

Date

**COPY**

120 1001

Attorney Docket No: **CBL-104**

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST  
AND REVOCATION OF PRIOR POWERS**

Application No.: 09/293,620  
Filed: 4/16/1999  
Title: Dual Process Semiconductor Heterostructures & Methods  
Applicant: Glenn Solomon, et al.  
Examiner: V. Yevsikov  
Group Art Unit: 2825  
Assignee: CBL Technologies, Inc., Matsushita Electronics Corporation  
Assignment Recorded  
on Reel/Frame: 010071/0448

**REVOCATION OF PRIOR POWERS OF ATTORNEY**

The undersigned assignee of record of the entire interest in the above identified application for Letters Patent hereby revokes all powers of attorney previously given.

**NEW POWER OF ATTORNEY**

The undersigned assignee of record of the entire interest in the above identified application for Letters Patent hereby appoints:

Practitioners at Customer Number 27652  
Joshua D. Isenberg Reg. No. 41,088



**27652**

PATENT TRADEMARK OFFICE

as its agents to prosecute said application and to transact all business in the Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventor(s) and their attorney(s) in accordance with the provisions of Rule 32 of the Patent Office Rules of Practice.

Please direct all communication relative to said application to the following correspondence address:

**Joshua D. Isenberg**  
204 Castro Lane  
Fremont, CA 94539  
tel: (510) 896-8328  
fax: (510) 360-9656

The new attorney docket number for this case is: **CBL-104**

**COPY**

I am duly authorized to sign this instrument on behalf of assignee corporation. I hereby declare that, to the best of my knowledge and belief, title is in the assignee herein and believe that said application has been assigned to assignee herein and that assignee therefore has the right to make this Power of Attorney and Exclusion of Inventor(s).

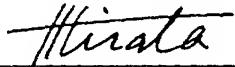
I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

ASSIGNEE: Matsushita Electronics Corporation

Matsushita Electronics Corporation  
1-1 Saiwai-Cho, Takatsuki-Shi  
Osaka, 561-1193, Japan

Official Authorized to Act on Behalf of Assignee:

Signature:

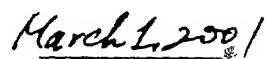


Name:

Hiroshi Hirata

Title:

Director, Intellectual Property Center



Date

PATENT & TRADEMARK OFFICE

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST  
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Please direct all communication relative to said application to the following correspondence address:

**Joshua D. Isenberg**  
204 Castro Lane  
Fremont, CA 94539  
tel: (510) 896-8328  
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The new attorney docket number for this case is: **CBL-104**

I am duly authorized to sign this instrument on behalf of assignee corporation. I hereby declare that, to the best of my knowledge and belief, title is in the assignee herein and believe that said application has been assigned to assignee herein and that assignee therefore has the right to make this Power of Attorney and Exclusion of Inventor(s).

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon

ASSIGNEE: CBL Technologies, Inc.

CBL Technologies, Inc.  
3689 Brandy Rock Way  
Redwood City, CA 94061

Official Authorized to Act on Behalf of Assignee:

Signature: Glenn S. Solomon  
Name: Glenn S. Solomon  
Title: President

11/15/01  
Date

**COPY**

**COPY**

Attorney Docket No: CBL-104

## ASSIGNMENT

THIS ASSIGNMENT, by  
**GLENN S. SOLOMON, DAVID J. MILLER AND TETSUZO UEDA**

(hereinafter referred to as the Assignors), residing at **Redwood City, California; Belmont, California and Menlo Park, California** respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

### **DUAL PROCESS SEMICONDUCTOR HETEROSTRUCTURES & METHODS**

for which application no. 09/293,620 for Letters was filed 16 April 1999

WHEREAS,

**CBL Technologies, Inc.**

a body having corporate powers under the laws of the state of **CALIFORNIA, REDWOOD CITY, CALIFORNIA 94061**; and

**Matsushita Electronics Corporation**

a body having corporate powers under the laws of Japan of **JAPAN, OSAKA, JAPAN 569-1193** (hereinafter referred to as the Assignees) are desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignees have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignees, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignees for their own use and behoof to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignees, whereby said Assignees may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignees. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignees) which are deemed necessary or desirable by Assignees to perfect said right, title and interest herein conveyed, (b) prompt execution of all necessary petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignees) which are deemed necessary or desirable by Assignees for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

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4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignees, their successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignees to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

7. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignees as the assignees of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

Date: June 30, 1999

*Glenn Solomon*

Glenn S. Solomon

State: California County: Santa Clara

Subscribed and sworn to before me on this 30 day of June, 19 99



*Heather Bedy*  
Notary Public

Date: June 30, 1999

*David J. Miller*

David J. Miller

State: California County: Santa Clara

Subscribed and sworn to before me on this 30 day of June, 19 99



*Heather Bedy*  
Notary Public

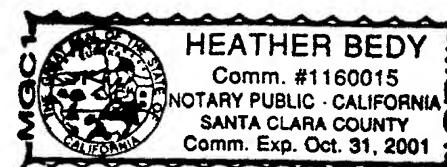
Date: June 30, 1999

*Tetsuzo Ueda*

Tetsuzo Ueda

State: California County: Santa Clara

Subscribed and sworn to before me on this 30 day of June, 19 99



*Heather Bedy*  
Notary Public